

ADDENDUM

This Addendum is entered into by and between the Office of the Attorney General ("the State") and the entity designated as "Contractor", below.

The purpose of this Addendum is to modify, delete, or amend certain terms and conditions set forth in the attached Form Contract prepared by Contractor (the "Form Contract"). This Addendum and the Form Contract are incorporated into each other and, when read together, shall constitute one integrated document. Any inconsistency, conflict, or ambiguity between this Addendum and the Form Contract shall be resolved by giving precedence and effect to this Addendum.

Contractor Name: The Schneider Corporation

Contractor Address: 8901 Otis Avenue
Indianapolis, IN 46216-1037

Title of Form Contract: Work Order/Contract for Professional Services

1. Form Contract/Duties of Contractor.

Attached Form Contract consists of three (3) pages without terms on both sides.

2. Term.

Contract term begins on April 24, 2007 and ends January 31, 2009.

3. Consideration.

Total consideration for term of the Contract Form Contract is twenty thousand dollars (\$20,000.00).

By mutual agreement of the parties, the following terms and conditions are deleted from the Form Contract:

- A. Any provision requiring the State of Indiana to provide insurance
- B. Any provision requiring the State of Indiana to provide indemnity
- C. Any provision providing that the Contract be construed in accordance with laws other than those of the State of Indiana
- D. Any provision providing that suit be brought in any state other than Indiana
- E. Any provision providing for resolution of contract disputes
- F. Any provision requiring the State of Indiana to pay any taxes
- G. Any provision requiring the State of Indiana to pay penalties, liquidated damages, interest or attorney's fees or requiring the State to pay within less than thirty-five (35) days
- H. Any provision modifying the statute of limitations provided by Indiana statute.
- I. Any provision relating to the time within which a claim must be made.
- J. Any provision requiring payment of consideration in advance unless authorized by an exception listed in IC 4-13-2-20
- K. Any provision limiting disclosure of the contract in violation of the Access to Public Records Act, IC 5-14-3-3.5
- L. Any provision giving the Form Contract precedence over this Addendum

The following terms and conditions are incorporated into and made a part of the Form Contract:

4. Access to Records.

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors.

The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

6. Audits.

The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1, et. seq. and audit guidelines specified by the State.

7. Authority to Bind Contractor.

The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

8. Changes in Work.

The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

9. Compliance with Laws.

- A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.
- B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6 *et seq.*, IC § 4-2-7, *et. seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to

the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.

- C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Contractor agrees that any payments currently due to the State may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.
- D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.
- E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.
- F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.
- G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- H. As required by IC 5-22-3-7:
 - (1) The Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation of Consumers], (ii) IC 24-5-12 [Telephone Solicitations], or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.
 - (2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the

duration of the Contract, even if IC 24-4.7 is preempted by federal law.

10. Condition of Payment.

All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of and federal, state or local statute, ordinance, rule or regulation.

11. Confidentiality of State Information.

The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this contract may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) or personal information (as defined in IC 4-1-11-3) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

12. Debarment and Suspension.

- A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.
- B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

13. Disputes.

- A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to

proceed shall be borne by the Contractor, and the Contractor shall make no claim within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

1. The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the parties concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration or mediation for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.
2. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

14. Drug-Free Workplace Certification.

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, the Contractor hereby further agrees that this Contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

15. Force Majeure.

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

16. Funding Cancellation.

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

17. Governing Laws.

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

18. Indemnification.

The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall not provide such indemnification to the Contractor.

23. Notice to Parties.

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

- A. Notices to the State shall be sent to:
Office of the Attorney General
Attn: Greg Zoeller
302 W. Washington St., IGCS-5th Floor
Indianapolis, IN 46204
- B. Notices to the Contractor shall be sent to:
The Schneider Corporation
Attn: Thomas Kallio
8901 Otis Avenue
Indianapolis, IN 46216-1037

24. Order of Precedence.

Any inconsistency or ambiguity between this Addendum and the Form Contract shall be resolved by giving precedence to this Addendum.

25. Payments.

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.

26. Penalties/Interest/Attorney's Fees.

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

27. Severability.

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

28. Taxes.

The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

29. Termination for Convenience.

This Contract may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least five (5) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

30. Waiver of Rights.

No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

31. Work Standards.

The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

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NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Addendum and the Form Contract other than that which appears upon the face hereof.

In Witness Whereof, the Contractor and the State have, through their duly authorized representatives, entered into this Addendum and the Form Contract. The parties, having read and understand the foregoing terms, do by their respective signatures dated below hereby agree to the terms thereof.

The Schneider Corporation:

By: Thomas A. Kallio
Printed Name: Thomas A. Kallio
Title: Senior Project Manager
Date: 8/23/07

Office of the Attorney General:

By: Gregory F. Zeller
Printed Name: Gregory F. Zeller
Title: Chief Deputy
Date: Aug 23, 2007

Department of Administration

Carrie Henderson for
Carrie Henderson, Commissioner

Date: 8-24-07

State Budget Agency

Christopher Ruhl for
Christopher Ruhl, Director

Date: 8-31-07

APPROVED as to Form and Legality:

Office of the Attorney General

Susan H. Gard FOR
Stephen Carter, Attorney General

Date: 9-4-07



The Schneider Corporation

Historic Fort Harrison 8901 Otis Avenue Indianapolis, IN 46216-1037 Phone: 317.826.7100 Fax: 317.826.7200

Civil Engineering • Environmental Services • Geotechnical Engineering • Landscape Architecture • Surveying • Architecture • GIS • LIS • Planning • Interior Design

WORK ORDER/CONTRACT FOR PROFESSIONAL SERVICES


Date Ordered:	August 15, 2007	Taken By:	tak	Job #:	6575.001	Phase:	3200
CLIENT:	Office of the Attorney General, State of Indiana			Tel. #:	317-232-4842		
Representative:	Molly C. Johnson			Tel. #:	317-233-3206		
Title:	Deputy Attorney General			E-mail Add.	mjohnson@atg.state.in.us		
Billing Address:	302 West Washington St., IGCS 5 th floor			FAX #:	317-232-7979		
City:	Indianapolis	State:	IN	Zip Code:	46204		
Job Location (Sec-Twp-Rng):	N/A	PID	N/A	County:	Marion		
Subdivision:	N/A			Lot #s:	N/A		
Project Name:	State of Indiana vs Pastrick et.al.			Common Location:	302 West Washington, Indianapolis, IN		
SERVICES TO BE PERFORMED:							
<p>Professional review of archived documents obtained in relation to the East Chicago "Sidewalks for Votes" scheme. The work is to include, as time will permit, a review, analysis and scrutiny of volumes of documents related to work performed concerning municipal improvements, repairs, maintenance and upgrades relative to engineering and construction contracts and services for street paving, sidewalk repair and tree trimming and removal. The purpose of this review shall be to assess possible improper actions concerning professional engineering and contracted services as well as define industry standards regarding property delineation of public vs. private property. At your direction, we may continue and prepare a more complete review toward the refinement of the Expert Witness Report with additional evidence that will develop as a result of further review. In that interest, this work order may continue to serve your needs for future related work under the Schneider Corporation's standard fee schedule in effect at the time services are rendered. A copy of the 2007 fee schedule has been attached.</p> <p>Work will be performed on a Time & Materials basis with itemized statement of services.</p>							
Number of Copies To Be Provided:	one			Date To Be Completed:	On or before 1/31/2009		
Mail Additional Copy To:							
Cost of Professional Services:	above			Client Order/P.O. #:			

TERMS AND CONDITIONS

- For and in consideration of the mutual promises contained in this Work Order/Contract For Professional Services ("Work Order"), The Schneider Corporation ("Schneider") and Client agree as follows:
- Acceptance of this Work Order by Client shall be acceptance of all terms and conditions recited herein or incorporated by reference. Allowing Schneider to commence work or preparation for work will constitute acceptance by Client of this Work Order and all its terms and conditions. Quotations herein, unless otherwise stated, are for immediate acceptance and subject to change.
- Schneider shall provide Client services as described in Services to be Performed. Schneider shall use the standard of care typically exercised in conducting professional practices outlined in the Services to be Performed.
- Client agrees to pay all fees within 30 days of the date of the invoice. Balances due over 30 days will be assessed an interest rate of 1½ % per month (18% per year). Client agrees to pay for any costs of collection including, but not limited to lien costs, court costs or attorney's fees involved in or arising out of collecting any unpaid or past due balances.
- Client's Responsibilities: Client shall do the following in a timely manner so as not to delay the services of Schneider: (1) Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Work Order. Such person shall have complete authority to transmit instructions and receive information with respect to Schneider's Services to be Performed. Schneider may rely fully on information and instructions provided by Client's

representative. Hereinafter, all references in this Work Order to "Client" mean Client or Client's Representative. (2) Provide all criteria and full information as to Client's requirements for the services to be provided, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all design and construction standards which Client will require to be included in the Drawings and Specifications. (3) Assist Schneider by placing at Schneider's disposal all available information pertinent to the services to be provided including previous reports and any other data relative to design or construction of the services to be provided; all of which Schneider may use and rely upon in performing the services under this Work Order. (4) Give prompt written notice to Schneider whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Schneider's services, or any defect or nonconformance in the work of any contractor.

6. Upon acceptance of this Work Order, Schneider shall be given a reasonable time in which to commence and complete the performance of the services to be Performed. Schneider shall not be responsible for delays or defaults where occasioned by any causes of any kind and extent beyond its control, including but not limited to delays caused by the Client.
7. Notwithstanding any provision contained in this Work Order or any other documents between Client and Schneider, Schneider may file a lien or claim on its behalf in the event that any payment to Schneider is not made as and when provided for by this Work Order.
8. Term and Termination. Schneider's obligation to render services under this Work Order will extend for a period which may reasonably be required for the services to be provided, including extra work and required extensions. If Client fails to give prompt authorization to proceed, or if Schneider's services are delayed or suspended by Client for more than three months for reasons beyond Schneider's control, Schneider may, after giving seven days' written notice to Client, suspend or terminate services under this Work Order. If payment is not received within 45 days of the date of invoice, Schneider reserves the right, after giving seven days notice to Client, to suspend services to Client or to terminate this Work Order. Schneider shall not be liable to Client or any third parties for any damages caused by the suspension or termination of work for non-payment. Client may terminate this Work Order for any reason or without cause upon thirty days written notice to Schneider. If any work covered by this Work Order is suspended, terminated or abandoned, the Client shall compensate Schneider for services rendered to the date of written notification of such suspension, termination or abandonment.
9. Computer Files. All Computer files or other electronic media including the raw data contained therein (hereafter "Computer Files") supplied by Schneider are supplied subject to these terms and conditions:
 - A. Computer Files may be protected by trade secret, copyright, and other proprietary rights, and title and ownership of these rights and in the Computer Files remain in Schneider. Schneider hereby grants a revocable license to Client to use the Computer Files in a manner consistent with the uses traditionally made of the information contained therein were such information provided by Schneider solely in hard copy. Schneider reserves all rights not expressly granted.
 - B. To the extent the Computer Files include any trade secret or other confidential information of Client, Schneider agrees to keep such information confidential, but Schneider is otherwise free to use the Computer Files and other related materials in other projects for Client or for third parties.
 - C. Schneider shall have no liability or responsibility for problems with the Computer Files caused by misuse, improper installation, alteration or modification by Client, or for problems arising out of the malfunction of Client's equipment or other software not supplied by Schneider.
 - D. Unless certified by Schneider in writing, the Computer Files may not identically conform to corresponding information provided in hard copy, and Schneider does not warrant the accuracy of the information contained in the Computer Files.
 - E. To the fullest extent allowed by law, and except for the warranties expressly stated herein, the computer files are provided "as is", and Schneider disclaims all other warranties, terms or conditions, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties or conditions regarding merchantability, fitness for a particular purpose, non-infringement, and satisfactory quality.
 - F. Schneider shall not be liable to client for any incidental, special, indirect, consequential or punitive damages of any character, including without limitation, damages for: loss of business or good will, work stoppage, loss of information or data, loss of revenue or profit, computer failure, or other financial loss arising out of or in connection with the installation, maintenance, use, performance or failure of the computer files, regardless of the legal theory asserted, whether based on breach of contract, breach of warranty, tort (including negligence), product liability, or otherwise, and even if Schneider has been advised of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose. Schneider's liability to client, regardless of the legal theory of any claim, shall not exceed the fees paid to Schneider in connection with Schneider's provision of the computer files.
10. Limitation of Liability and Responsibilities. The Client shall hold harmless and indemnify Schneider from all losses, damages, costs and expenses which Schneider may suffer or sustain which results from acts or omission of any contractor, subcontractor, supplier, or any of their agents, employees or any other persons (except Schneider's own employees and agents) at the site or otherwise furnishing or performing any work. Nothing contained in this paragraph, however, shall be construed to release Schneider from liability for failure to properly perform duties and responsibilities assumed by Schneider under this Work Order.
11. Assignment. Neither Schneider nor Client shall assign, sublet or transfer any rights under or interest in this Agreement without prior written consent of the other party. Any assignments shall be of all rights, obligations, interest and responsibilities hereunder. Nothing in this paragraph shall prevent Schneider from employing independent Schneider associates and consultants to assist in the performance of the services hereunder.
12. Rights and Benefits. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and


 www.schneidercorp.com	
SIGNATURE:	DATE:
PRINTED NAME:	TITLE:

Schneider, and all duties and responsibilities pursuant to this Agreement will be for the sole and exclusive benefit of Client and Schneider and not for the benefit of any other party. All reports, field notes, drawings, and any other documents, data or information prepared by Schneider in conjunction with the services provided for under this Work Order shall remain the sole property of Schneider.

13. Successors. This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.

14. Applicable Law. The terms and conditions of this Agreement are subject to the laws of the State of Indiana.

State of Indiana hereby agrees to the terms and conditions referenced this Work Order.

 www.schneidercorp.com	
SIGNATURE:	DATE:
PRINTED NAME:	TITLE: